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Electronically FILED by
Superior Court of California,
County of Los Angeles
6/09/2025 7:15 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

Attorneys for Plaintiff,
ANGEL MORELION

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

ANGEL MORELION, an individual, on
her own behalf and on behalf of all others
similarly situated,

Plaintiffs,

vs.

PILGRIM PLACE IN CLAREMONT, a
California non-profit corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 25STCV16701

CLASS ACTION COMPLAINT FOR:

- 1. FAILURE TO PAY OVERTIME (Cal. Labor Code §§ 510, 511, 558, 1194, 1194.3, 1198; Wage Order No. 4);**
- 2. FAILURE TO PAY MINIMUM WAGES (Cal. Labor Code §§1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 4);**
- 3. FAILURE TO PROVIDE REST PERIODS (Cal. Labor Code § 226.7; IWC Wage Order No. 4);**
- 4. FAILURE TO PROVIDE TIMELY OFF DUTY MEAL PERIODS (Cal. Labor Code § 226.7; IWC Wage Order No. 4);**
- 5. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Cal. Labor Code §226; Wage Order No. 4);**
- 6. FAILURE TO PAY WAGES DUE UPON TERMINATION (Cal. Labor Code §§201-203; Wage Order No. 4);**
- 7. FAILURE TO REIMBURSE BUSINESS EXPENSES (Cal. Labor Code §2802);**
- 8. FAILURE TO PROVIDE EMPLOYMENT RECORDS (Cal. Labor Code §1198.5); and**
- 9. UNFAIR COMPETITION (Cal. Bus. & Prof. Code §§17200 et seq.)**

DEMAND FOR A JURY TRIAL

1 All allegations in this Complaint are based upon information and belief except for those
2 allegations which pertain to the Plaintiff named herein and her counsel. Each allegation has ev-
3 identitary support or is likely to have evidentiary support after a reasonable opportunity for fur-
4 ther investigation and discovery.

5 Angel Morelion ("Plaintiff") alleges the following:

6 1. This is a class action brought under California law by an individual who was
7 employed by Pilgrim Place In Claremont ("Defendant") (along with DOES 1 through 100,
8 collectively "Defendants"). Plaintiff brings this action on behalf of herself and others similarly
9 situated to recover wages from Defendant due to Defendant's systematic failure to: pay
10 overtime wages, pay minimum wages, provide meal/rest breaks (or pay the statutory
11 compensation due), issue accurate wage statements, pay all wages upon termination, reimburse
12 business expenses and provide Plaintiff's personnel and payroll files.

13 2. Plaintiffs have worked as CNAs and other employees for Defendant in
14 California. While working, Plaintiffs have been forced to endure stressful and illegal workplace
15 conditions created by Defendant's efforts to maximize profits and tightly control labor costs.

16 3. Plaintiff, like her co-workers whom Defendant also employed during the
17 applicable limitations period, spend their workdays as CNAs and other employees, under illegal
18 and highly regimented circumstances. That regimen results from Defendant's insistence to
19 strictly monitor and curtail labor costs, which Defendant accomplishes by not paying for all
20 labor costs, failing to pay overtime time wages, failing to pay minimum wages, failing to
21 provide meal/rest breaks (or pay the statutory compensation due), failing to issue accurate wage
22 statements, failing to pay all wages on termination, failing to reimburse business expenses,
23 failing to produce personnel records and by using other unlawful stratagems to ensure that labor
24 costs remain artificially low.

25 4. Plaintiff brings this class action to recover, among other things, wages and
26 penalties from unpaid wages earned and due, including but not limited to, overtime wages,
27 premium pay for failure to afford compliant meal/rest breaks, wages due to discharged or
28 quitting employees, penalties for failure to provide accurate itemized wage statements,

1 damages for failure to reimburse business expenses and interest, attorneys' fees, costs, and
2 expenses.

3 5. Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for
4 herself and all members of the Class, to compensate these workers for the unpaid wages and to
5 protect current and future workers of Defendant from being subjected to similar wage theft and
6 otherwise unlawful working conditions.

7 6. Plaintiff also brings an action seeking relief for Defendant's violations of
8 California *Business & Professions Code* §§ 17200 *et seq.*, including full restitution and
9 disgorgement of all compensation retained by Defendant as a result of its unlawful and unfair
10 business practices, as well as injunctive relief.

11 7. Pursuant to the California Labor Code, on or about June 9, 2025, Plaintiff filed a
12 notice with Labor and Workforce Development Agency (LWDA) of her intent to pursue claims
13 against Defendant under the Private Attorney General Act (PAGA). As such, Plaintiff further
14 reserves the right to amend this Complaint once she completes and complies with the
15 provisions under the law.

16 JURISDICTION AND VENUE

17 8. This Court has jurisdiction over this Complaint under Code of Civil Procedure
18 §410.10. This action is brought under *Code of Civil Procedure* § 382, and *Business &*
19 *Professions Code* §§ 17200 *et seq.* Plaintiff Angel Morelion brings this Complaint on her own
20 behalf and on behalf of all persons in the Class as defined in paragraph 17 below.

21 9. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and
22 395.5, because the claims made, and the *Labor Code* violations as against the persons identified
23 herein, occurred in the County of Los Angeles and because Defendant owned and operated
24 their senior community in the County of Los Angeles.

25 THE PARTIES

26 PLAINTIFF

27 10. At all times relevant hereto, Plaintiff was:

28 (a) An individual over age 18 and a resident of Ontario, California;

- 1 (b) Employed as an hourly employee for Defendant in Claremont,
2 California;
- 3 (c) Did not receive overtime wages in violation of *Labor Code* §§510, 511,
4 558, 1194, 1194.3, 1198 and IWC Wage Order No. 4:
- 5 (d) Did not receive minimum wages as required by *Labor Code* §§1194,
6 1194.2, 1997, 1197.1, 1198 and IWC Wage Order No. 4:
- 7 (e) Did not receive the rest periods required by *Labor Code* §266.7 and IWC
8 Wage Order No. 4;
- 9 (f) Did not receive the meal periods required by *Labor Code* §266.7 and
10 IWC Wage Order No. 4;
- 11 (g) Did not receive accurate wage statements as mandated by *Labor Code*
12 §226;
- 13 (h) When terminated from her employment, did not receive her final
14 paycheck within the time limits prescribed by *Labor Code* §201;
- 15 (i) Was not reimbursed her necessary business expenses as required by
16 *Labor Code* §2802; and
- 17 (j) Was not provided her personnel records. Each of these was a violation of
18 the *Labor Code*.

19 **DEFENDANT**

20 11. Plaintiff is informed and believes, and based on that information and belief,
21 alleges, Defendant is, and at all times mentioned herein was:

- 22 (a) A California non-profit corporation, with a principal place of business at
23 625 Mayflower Road, Claremont, CA 91711. Defendant has been
24 authorized to do business and has been doing business in the County of
25 Los Angeles;
- 26 (b) The former employer of Plaintiff and the current and former employer of
27 the putative Class members;
- 28 (c) Paid Plaintiff and all Class members on an hourly basis;

- 1 (d) Failed to pay Plaintiff and all putative Class members overtime wages;
2 (e) Failed to pay Plaintiff and all putative Class members minimum wages;
3 (f) Failed to provide Plaintiff and all putative Class members with meal/rest
4 periods, failed to provide Plaintiff and all putative Class Members with
5 accurate itemized wage statements;
6 (g) Failed to issue final paychecks timely to Plaintiff and all putative Class
7 members;
8 (h) Failed to reimburse Plaintiff and all putative Class members' necessary
9 business expenses; and
10 (i) Failed to provide Plaintiff with her requested personnel records. Each of
11 these was a violation of the *Labor Code*.

12 12. The true names and capacities, whether individual, corporate, subsidiary,
13 partnership, associate or otherwise of Defendants DOES 1 through 100, inclusive, are unknown
14 to Plaintiff, who therefore sues these Defendants by such fictitious names pursuant to *Code of*
15 *Civil Procedure* § 474. Plaintiff will seek leave to amend her Complaint to allege the true
16 names and capacities of DOES 1 through 100, inclusive, when they are ascertained.

17 13. Plaintiff is informed and believes, and based on that information and belief
18 alleges, that Defendant DOES 1 through 100 are persons, corporations or other entities which
19 reside in or are authorized to do, or are otherwise doing, business in the State of California.
20 Specifically, DOES 1 through 100 maintain offices, operate businesses, employ persons, and
21 conduct business in the County of Los Angeles. Each of the Defendants DOES 1 through 100
22 was the managerial agent, employee, predecessor, successor, joint-venturers, co-conspirator,
23 alter ego and/or representative of one or more of the other Defendants named herein, and acting
24 with permission, authorization, and/or ratification and consent of the other Defendants.

25 14. Plaintiff is informed and believes, and based on that information and belief
26 alleges, that the Defendant named in this Complaint, including DOES 1 through 100, inclusive,
27 are responsible in some manner for one or more of the events and happenings that proximately
28 caused the injuries and damages hereinafter alleged.

15. Plaintiff is informed and believes, and based on that information and belief alleges, that Defendants named in this Complaint, including DOES 1 through 100, inclusive, are, and at all times mentioned herein were, the agents, servants, and/or employees of each of the other Defendants and that each Defendant was acting within the course and scope of her, hers or its authority as the agent, servant and/or employee of each of the other Defendants. Consequently, all of the Defendants are jointly and severally liable to the Plaintiff, and the Class, for the damages sustained as a proximate result of their conduct.

16. Plaintiff is informed and believes, and based on that information and belief alleges, that the Defendants named in this Complaint, including DOES 1 through 100, inclusive, knowingly and willfully acted in concert, conspired and agreed together among themselves and entered into a combination and systemized campaign of activity to *inter alia* damage Plaintiff, and the Class, and to otherwise consciously and/or recklessly act in derogation of the rights of Plaintiff and the Class, and the trust reposed by Plaintiff, and the Class, in each of the Defendants, the acts being negligently and/or intentionally inflicted. Their conspiracy, and Defendant's concerted actions, were such that, to Plaintiff's information and belief, and to all appearances, Defendants, and each of them, represented a unified body so that the actions of one Defendant were accomplished in concert with, and with the knowledge, ratification, authorization and approval of each of the other Defendants.

CLASS ALLEGATIONS

A. The Definition of the Class

17. The Class (“the Class”) is defined as follows:

(a) “All current and former employees who were hourly paid employees of Defendant and worked for Defendant in California at any time during the period commencing on the date that is four (4) years prior to the filing of this Complaint and continuing through the present date (the “Class Period”).”

(b) “All persons who were hourly paid employees of Defendant and worked for Defendant in California and left the employ of Defendant at any time during the

1 period commencing on the date that is within one (1) year prior to the filing of
2 this Complaint and continuing through the present date (the “Class Period”).

3 18. Plaintiff reserves her right under Rule 3.765 of the California Rules of Court to
4 amend or modify the Class description with greater specificity or further division into
5 subclasses or limitation to particular issues.

6 **B. Maintenance of the Action**

7 19. Plaintiff brings this action individually and on behalf of herself and as
8 representative of all similarly situated persons under *Business & Professions Code* §§ 17203
9 and 17204 and *Code of Civil Procedure* § 382.

10 **C. The Class Requisites**

11 20. At all material times, Plaintiff was a member of the Class.

12 21. The Class action meets the statutory prerequisites for maintaining a class action
13 under Code of Civil Procedure § 382 in that:

- 14 (a) The persons who comprise the Class are so numerous that the joinder of all
15 those persons is impracticable and the disposition of their claims as a Class
16 will benefit the parties and the Court;
- 17 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
18 that are raised in this Complaint are common to the Class and will apply
19 uniformly to every Class member;
- 20 (c) The claims of the representative Plaintiff are typical of the claims of each
21 Class member. Plaintiff, like all Class members, has sustained damages
22 arising from Defendant’s violations of the laws of the State of California.
23 Plaintiff, and the Class members, were and are similarly or identically
24 harmed by the same unlawful, deceptive, unfair, systematic and pervasive
25 pattern of misconduct engaged in by the Defendant;
- 26 (d) The representative Plaintiff has, and will continue to, fairly and adequately
27 represent and protect the interests of the Class and has retained counsel
28 who are competent and experienced in class action litigation. There are no

1 material conflicts between the claims of the representative Plaintiff and the
2 Class members that would make class certification inappropriate. Counsel
3 for the Class will vigorously assert the claims of all Class members.

4 22. The persons who comprise the Class are so numerous that joining all of them is
5 impracticable, and jointly adjudicating their claims will benefit the parties and the Court.
6 Plaintiff's claims are typical of the claims of the Class that Plaintiff seeks to represent. Plaintiff
7 will fairly and adequately protect the interests of the Class she seeks to represent. Plaintiff does
8 not have any interests that are antagonistic to the Class she seeks to represent. Counsel for
9 Plaintiff are experienced, qualified and generally able to conduct complex class action
10 litigation.

11 23. The Court should permit the action to be maintained as a class action under
12 *Code of Civil Procedure* § 382 because:

- 13 (a) The questions of law and fact common to the Class predominate over any
14 question affecting only individual members;
- 15 (b) A class action is superior to any other available method for fairly and
16 efficiently adjudicating the claims of the Class;
- 17 (c) The Class members are so numerous that it is impractical to bring all of
18 them before the Court;
- 19 (d) Plaintiff and other Class members will not be able to obtain effective and
20 economic legal redress unless the action is maintained as a class action;
- 21 (e) There is a community of interest in obtaining appropriate legal and
22 equitable relief for the statutory violations, and in obtaining adequate
23 compensation for the damages and injuries for which Defendant is
24 responsible in an amount sufficient to adequately compensate the Class
25 members;
- 26 (f) Without Class certification, the prosecution of separate actions by
27 individual Class members would create a risk of:
28

1 i. Inconsistent or varying adjudications for individual Class members
2 that would establish incompatible standards of conduct for
3 Defendant; and/or,

4 ii. Adjudication for individual Class members that would, as a
5 practical matter, dispose of other non-party members' interests, or
6 that would substantially impair or impede the non-parties' ability
7 to protect their interests, by, for example, potentially exhausting
8 the funds available from Defendant, and

9 (g) Defendant has acted or refused to act on grounds generally applicable to
10 the Classes, making final injunctive relief appropriate for the Class, as a
11 whole.

12 24. Plaintiff contemplates eventually issuing notice to the proposed Class Members
13 that would set forth the subject and nature of the action. The Defendant's own business records
14 may be utilized for assisting to prepare and issue the contemplated notice. To the extent that
15 any further notices may be required, Plaintiff would contemplate using additional media and/or
16 mailing.

17 GENERAL ALLEGATIONS

18 25. At all times material hereto, Defendant has been and is, a senior community
19 facility.

20 26. Plaintiff and members of the Class were employed as CNAs and other non-
21 exempt employees in California at various times during the Class Period.

22 27. The employment by Defendant of Plaintiff and Class members is governed by
23 Industrial Welfare Commission Wage Order No. 4, which covers those persons employed in
24 the professional, technical, clerical, mechanical and similar occupations.

25 THE CONDUCT

26 28. Plaintiff seeks relief from Defendant's uniform policies and practices of denying
27 Plaintiff and members of the Class wages and compensation owed under California law.
28

1 29. Starting on or about December 5, 2023 and continuing to June 11, 2024,
2 Defendant employed Plaintiff on an hourly basis as a CNA in Claremont, California.

3 30. While employed by Defendant as a CNA, Plaintiff was paid \$24.00 per hour.

4 **OFF-THE-CLOCK WORK**

5 31. Employers must compensate non-exempt employees for “off-the-clock” work
6 (before punching in or after punching out on a time clock) if the employers knew or should
7 have known that the employees were working those hours. *Morillion v. Royal Packing Co.*
8 (2000) 22 Cal. 4th 575, 585.

9 32. Defendant required Plaintiff and the Class to perform compensable tasks off-the-
10 clock for which they did not receive any compensation. Specifically, at times Plaintiff and
11 Class members clocked out for their shifts, but then had to perform certain tasks.

12 33. As a result, and because they improperly treated such off the clock work as non-
13 compensable, Defendant failed to compensate Plaintiff and the Class for such time.

14 **FAILURE TO PAY OVERTIME WAGES**

15 34. Under California law, non-exempt employees as defined by Wage Order No. 4,
16 are entitled to premium wages for overtime worked. Under California law, an hourly paid
17 employee is entitled to overtime pay when they exceed eight hours of work in a single day,
18 exceed 40 hours of work in a week or work seven days in a row.

19 35. At all times during the relevant time period, Plaintiff and the Class routinely
20 worked schedules such that they were due overtime pay due to off the clock work. During this
21 period, it was the practice and policy of Defendant to not pay employees overtime wages.
22 Monies for unpaid overtime remain due and owing.

23 **FAILURE TO PAY MINIMUM WAGES**

24 36. Under California law, non-exempt employees as defined by IWC Wage Order
25 No. 4 are entitled to minimum wages. Labor Code Section 1197 states the California
26 requirement that employees must be paid at least the minimum wage fixed by the Commission
27 or by any applicable state or local law, and any payment of less than the minimum wage is
28 unlawful. Similarly, Labor Code Section 1194 entitles “any employee receiving less than the

1 legal minimum wage...is entitled to recover in a civil action the unpaid balance of the full
2 amount of this minimum wage.” IWC Wage Order No. 4, obligates employers to pay each
3 employee minimum wages for all hours worked.

4 37. These minimum wage standards apply to each hour employees worked or were
5 subject to control by the employer for which they were not paid. Therefore, an employer’s
6 failure to pay for any particular hour of time worked by an employee or subject to the
7 employer’s control is unlawful, even if averaging an employee’s total pay over all hours
8 worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v.*
9 *Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

10 38. Plaintiff and the Class were not paid minimum wages due to Defendant’s failure
11 to afford compliant meal/rest breaks.

12 39. At all times during the relevant time period, Plaintiff and the Class routinely
13 worked schedules such that they were due pay at minimum wage rates. During this period, it
14 was the practice and policy of Defendant to not pay employees’ minimum wages. Monies for
15 unpaid minimum wages remain due and owing.

16 **REST BREAKS NOT AFFORDED**

17 40. Plaintiff and the Class members were routinely not afforded rest breaks.

18 **MEAL BREAKS AFFORDED LATE AND/OR INTERRUPTED**

19 41. Plaintiff and Class members’ meal breaks were afforded late and/or interrupted.

20 **FAILURE TO ISSUE ACCURATE WAGE STATEMENTS**

21 42. As a result of Defendant’s failure to pay employees required overtime wages,
22 minimum wages and failure to afford rest breaks, the wage statements issued to the employees
23 did not comply with *Labor Code* §226 and California Industrial Welfare Commission (“IWC”)
24 Wage Order No. 4 in that they did not accurately reflect all wages earned and due and owing.

25 **FAILURE TO PAY WAGES DUE UPON TERMINATION AND/OR RESIGNATION**

26 43. As a further result of Defendant’s failure to pay employees at required overtime
27 wage rates due to off the clock work, minimum wages and for meal/rest breaks not properly
28

1 afforded, when the employees left their employ, they were not timely paid all wages due them,
2 as required by *Labor Code* §§ 201, 202 and Wage Order No. 4.

3 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

4 44. Defendant failed to reimburse Plaintiff and Class members for their necessary
5 cell phone use.

6 **FAILURE TO ALLOW INSPECTION OF PERSONNEL RECORDS**

7 45. Defendant failed to allow Plaintiff to timely inspect her personnel records and
8 payroll file.

9 **FIRST CAUSE OF ACTION**

10 **FAILURE TO PAY OVERTIME WAGES**

11 **(Labor Code §§ 510, 558, 1194, 1194.3, 1198, IWC Wage Order No. 4 By Plaintiff Against**
12 **Defendant and Does 1 through 100)**

13 46. Plaintiff and the Class reallege and incorporate by reference all of the allegations
14 set forth in this Complaint.

15 47. During Plaintiff's entire employment with Defendant, pursuant to Cal. Lab.
16 Code §§510, 1194, and 1198, and IWC Wage Order No. 4, Defendant was required to
17 compensate Plaintiff with premium pay for all overtime work performed, for hours worked in
18 excess of eight (8) hours per day and/or forty (40) hours per week and for the first eight (8)
19 hours on the seventh (7th) consecutive day of any work week.

20 48. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee
21 who had not been paid overtime compensation could recover the unpaid balance of the full
22 amount of overtime wages due, including interest thereon, together with reasonable attorneys'
23 fees and costs of suit.

24 49. California Labor Code section 510, subdivision (a), states in relevant part:
25 Any work in excess of 12 hours in one day shall be compensated at the rate of
26 no less than twice the regular rate of pay for an employee. In addition, any work
27 in excess of eight hours on any seventh day of a workweek shall be compensated
28 at the rate of no less than twice the regular rate of pay of an employee.

1 50. Further, California Labor Code section 1198 provides,
2 The maximum hours of work and the standard conditions of labor fixed by the
3 commission shall be the maximum hours of work and the standard conditions
4 of labor for employees. The employment of any employee for longer hours than
5 those fixed by the order or under conditions of labor prohibited by the order is
6 unlawful.

7 51. Pursuant to IWC Wage Order No. 4-2001, § 3, “Employment beyond eight (8)
8 hours in any workday is permissible provided the employee is compensated for such overtime
9 at not less than: (a) One and one-half (1 1/2) times the employee’s regular rate of pay for all
10 hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday
11 and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of
12 work in a workweek.”

13 52. California Labor Code section 558 provides in pertinent part:

14 (a) Any employer or other person acting on behalf of an employer who
15 violates, or causes to be violated, a section of this chapter or any
16 provision regulating hours and days of work in any order of the
17 Industrial Welfare Commission shall be subject to a civil penalty as
 follows:

18 (1) For any initial violation, fifty dollars (\$50) for each underpaid
19 employee for each pay period for which the employee was underpaid in
 addition to an amount sufficient to recover underpaid wages.

20 (2) For each subsequent violation, one hundred dollars (\$100) for each
21 underpaid employee for each pay period for which the employee was
22 underpaid in addition to an amount sufficient to recover underpaid
 wages.

23 (3) Wages recovered pursuant to this section shall be paid to the affected
24 employee...

25 (c) The civil penalties provided for in this section are in addition to any
26 other civil or criminal penalty provided by law.

27 53. As alleged above, Defendant required Plaintiff and the Class to at times perform
28 tasks post-shift after clocking out for which they did not receive any compensation.

54. Throughout Plaintiff's employment, Defendant failed and refused to pay and properly calculate overtime compensation to Plaintiff and Class members as required by law.

55. The foregoing overtime compensation is owed and unpaid. As a direct and proximate result of Defendant's failure and refusal to pay overtime, Plaintiff and Class members suffered damages in an amount to be proven at trial.

56. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal counsel in order to enforce Plaintiff's rights to overtime pay, is entitled to recover Plaintiff's attorneys' fees, costs and interest.

SECOND CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

**(IWC Wage Order No. 4; Labor Code §§ 1194, 1194.2, 1997, 1197.1, 1198 By Plaintiffs
Against Defendant and Does 1 through 100)**

57. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this Complaint.

58. Labor Code §§ 1194(a) states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.”

59. *Labor Code* § 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving less than the legal minimum wage...entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage.” IWC Wage Order No. 4-2001 also obligates employers to pay each employee minimum wages for all hours worked. These minimum wage standards apply to each hour employees worked for which they were not paid. Therefore, an employer’s failure to pay for any particular hour of time worked by an employee is unlawful, even if averaging an employee’s total pay over all hours worked, paid or not, results in an

1 average hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314,
2 324 (2005).

3 60. Pursuant to IWC Wage Order No. 4, Defendant is required to pay the members
4 of the Class for all hours worked, meaning the time during which an employee is subject to the
5 control of an employer, including all the time the employee is suffered or permitted to work,
6 whether or not required to do so.

7 61. Furthermore, pursuant to *Labor Code* § 1198, “[t]he maximum hours of work
8 and the standard conditions of labor fixed by the commission shall be the maximum hours of
9 work and the standard conditions of labor for employees. The employment of any employee for
10 longer hours than those fixed by the order or under conditions of labor prohibited by the order
11 is unlawful.”

12 62. Defendant failed to satisfy minimum wage requirements because they
13 improperly failed to afford Plaintiff and Class members meal/rest breaks in violation of *Labor*
14 *Code* §§ 226.7, 1197, 1198 and IWC Wage Order No. 4.

15 63. Defendant’s pattern, practice and uniform administration of corporate policy
16 regarding illegal employee compensation as described herein is unlawful and creates an
17 entitlement, pursuant to *Labor Code* § 218, to recovery by Plaintiff and the members of the
18 Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at
19 the appropriate rate.

20 64. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
21 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
22 *Code* § 1194. Where an employee, such as Plaintiff and the other Class members, are not paid
23 for all hours worked under *Labor Code* § 1194, the employee may recover minimum wages for
24 the time associated with the overtime for which they received no compensation. *See Sillah v.*
25 *Command Int’l Sec. Servs.*, 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees
26 suing for failure to pay overtime could recover liquidated damages under § 1194.2 if they also
27 showed they were paid less than minimum wage); *accord Andrade v. Arby’s Rest. Grp., Inc.*,
28 225 F. Supp. 3d 1115, 1132-33 (N.D. Cal. 2016).

1 65. Plaintiff and the other Class members suffered and continue to suffer losses
2 related to the use and enjoyment of compensation due and owing to them as a direct result of
3 Defendant's unlawful acts and Labor Code violations in an amount to be shown according to
4 proof at trial and within the jurisdictional limitations of this Court.

5 66. Therefore, pursuant to Labor Code §§200, 218.5, 558 and 1194, Plaintiff and the
6 Class are entitled to recover the unpaid balances of the minimum wages Defendant owes them,
7 plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts according to
8 proof.

9
10 **THIRD CAUSE OF ACTION**
11 **FOR FAILURE TO PROVIDE REST PERIODS**

12 **(Labor Code § 226.7 and IWC Wage Order No. 4 By Plaintiff Against Defendant and**
13 **Does 1 through 100)**

14 67. Plaintiff and the Class reallege and incorporate by reference all of the allegations
15 set forth in this Complaint.

16 68. Labor Code § 226.7 and IWC Wage Order No. 4 provide that employers shall
17 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time
18 per four hours of work, or major fraction thereof.

19 69. Labor Code § 226.7 and IWC Wage Order No. 4 provide that if an employer
20 fails to provide an employee with rest periods in accordance with those provisions, the
21 employer shall pay the employee one hour of pay at the employee's regular rate of
22 compensation for each workday that the rest periods were not so provided.

23 70. Defendant has intentionally and improperly denied rest periods to Plaintiff and
24 the Class in violation of Labor Code § 226.7 and IWC Wage Order No. 4.

25 71. Plaintiff and members of the Class were not afforded rest periods.

26 72. At all times relevant hereto, Defendant failed to provide rest periods as required
27 by Labor Code § 226.7 and Wage Order No. 4.

28 73. By virtue of Defendant's unlawful failure to provide rest periods to Plaintiff and
the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts

1 which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional
2 limits of the Court and which will be ascertained according to proof at trial.

3 **FOURTH CAUSE OF ACTION**

4 **FOR FAILURE TO PROVIDE TIMELY OFF DUTY MEAL PERIODS**

5 **(Labor Code § 226.7 and IWC Wage Order No. 4 By Plaintiff Against Defendant and**
6 **Does 1 through 100)**

7 74. Plaintiff and the Class reallege and incorporate by reference all of the allegations
8 set forth in this Complaint.

9 75. California Labor Code §226.7(a) prohibits an employer from requiring an
10 employee to work during any meal period mandated by Industrial Wage Order No. 4. Section
11 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an
12 employee to work during a meal or rest break or recovery period mandated pursuant to an
13 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
14 Commission..."

15 76. California Labor Code §1198 makes unlawful the employment of an employee
16 under conditions the IWC prohibits.

17 77. IWC Order No. 4-2001(11)(A) provides, in relevant part: "No employer shall
18 employ any person for a work period of more than five (5) hours without a meal period of not
19 less than 30-minutes, except that when a work period of not more than six (6) hours will
20 complete the day's work the meal period may be waived by mutual consent of the employer and
21 the employee."

22 78. IWC Order No. 4-2001 (11)(c) further provides, in relevant part: "Unless the
23 employee is relieved of all duty during a 30-minute meal period, the meal period shall be
24 considered an 'on duty' meal period and counted as time worked."

25 79. Section 512(a) of the California Labor Code provides, in relevant part, that:

26 An employer may not employ an employee for a work period of more than five
27 hours per day without providing the employee with a meal period of not less
28 than 30-minutes, except that if the total work period per day of the employee is
no more than six hours, the meal period may be waived by mutual consent of

1 both the employer and employee. An employer may not employ an employee
2 for a work period of more than 10 hours per day without providing the
3 employee with a second meal period of not less than 30-minutes, except that if
4 the total hours worked is no more than 12 hours, the second meal period may
be waived by mutual consent of the employer and the employee only if the first
meal period was not waived.

5 80. The Labor Code and Wage Order provisions cited above require California
6 employers to provide employees with off-duty 30-minute meal periods on or before the fifth
7 hour of their shifts. To satisfy this obligation, California employers must: (1) make employees
8 aware of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and
9 (2) ensure that employees are actually free of job duties for thirty minutes per day on or before
10 the fifth hour of their shifts.

11 81. At times, Plaintiff and Class members' meal breaks were interrupted and/or
12 afforded late.

13 82. As alleged herein, Plaintiff and the members of the Class were routinely
14 required to work through their meal period at the fifth hour of their shifts with Defendant's
15 endorsement, encouragement, knowledge and acquiescence.

16 83. Under California law, employers must also record their employees' meal
17 periods: "Every employer shall keep accurate information with respect to each employee,
18 including the following: ... Meal periods ... shall also be recorded. Meal periods during which
19 operations cease ... need not be recorded." IWC Order No. 4, § (7)(A)(3). Where the employer
20 has failed to keep records required by statute, the consequences of such failure should fall on
21 the employer, not the employee. In such a situation, imprecise evidence by the employee can
22 provide a sufficient basis for liability." *Hernandez v. Mendoza*, 199 Cal. App. 3d 721, 727
23 (1988). Inasmuch as Defendant had an obligation under the record-keeping requirements of the
24 Wage Order to track meal periods unless "all work ceases", Defendant knew or should have
25 known its employees were regularly not afforded compliant meal periods during the Class
26 Period.

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28 //

1 84. Defendant has a policy or practice of failing to ensure that Plaintiff and
2 members of the Class take the meal periods required by California Labor Code §226.7 and
3 IWC Wage Order No. 4-2001 §11.

4 85. By their actions in not affording Plaintiff and Class members compliant meal
5 periods, Defendant violated Cal. Lab. Code §226.7(b) and section 11 of Wage Order No. 4 in
6 the amount of one additional hour of pay at the employee's regular rate of compensation for
7 each work period during each day in which Defendant failed to provide employees with
8 statutory timely off-duty meal periods.

9 86. Defendant also has a policy or practice of failing to pay each of their employees
10 who was not provided with a meal period as required an additional one hour of compensation at
11 each employee's regular rate of pay.

12 87. Cal. Labor Code § 218 authorizes Plaintiff and the members of the Class to
13 bring a private right of action to recover wages due based on the deprivation of timely meal
14 periods under Cal. Labor Code § 226.7(b).

15 88. As a direct and proximate result of Defendant's unlawful conduct as alleged
16 herein, Plaintiff and members of the Class have sustained economic damages, including but not
17 limited to unpaid wages and lost interest, in an amount to be established at trial, and are entitled
18 to recover economic and statutory damages, attorneys' fees and penalties and other appropriate
19 relief due to Defendant's violations of the California Labor Code and IWC Wage Order No. 4.

20 **FIFTH CAUSE OF ACTION**

21 **FOR FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE WAGE**

22 **ITEMIZED STATEMENTS**

23 **(Labor Code §226 By Plaintiffs Against Defendant and Does 1 through 100)**

24 89. Plaintiff and the Class reallege and incorporate by reference all of the allegations
25 set forth in this Complaint.

26 90. Pursuant to IWC Wage Order No. 4, Defendant was the employer of Plaintiff
27 and the Class.

1 91. Pursuant to California Labor Code sections 226, and Wage Order No. 4-2001
2 section 7, Defendant is required to maintain and provide accurate records relating to employee
3 compensation including all formulas and production records used to calculate wages due.

4 92. Defendant is further required to provide, *inter alia*, semimonthly or at the time
5 of each payment of wages, an accurate itemized statement showing: (1) gross wages earned; (2)
6 all deductions from wages; (3) net wages earned; (4) the inclusive dates of the period for which
7 the employee is being paid; (5) the name of the employee; and (6) the name and address of the
8 legal entity that is the employee's actual employer. Cal. Labor Code §226(a).

9 93. Section 226(e) provides that an employee is entitled to recover \$50 for the initial
10 pay period in which a violation of Section 226 occurs and \$100 for each subsequent pay period,
11 not to exceed \$4,000, plus an award of costs and reasonable attorneys' fees, for all pay periods
12 in which the employer knowingly and intentionally failed to provide accurate itemized
13 statements to the employee causing the employee to suffer injury.

14 94. Notwithstanding these provisions, Defendant has engaged in a uniform practice
15 of refusing to maintain and provide the accurate records and wage statements required by
16 California law.

17 95. Throughout the Class Period, Defendant intentionally and knowingly provided
18 Plaintiff and other members of the Class with weekly itemized wage statements containing
19 inaccurate information regarding the wages earned by Plaintiff and members of the Class in
20 that the payments owed to Plaintiff and the members of the Class for overtime wages due to off
21 the clock work, minimum wages, premium pay for meal/rest breaks and expense
22 reimbursement, were not included in gross wages earned by Plaintiff and members of the Class.
23 Further, Defendant failed to furnish Plaintiff and the Class, upon payment of wages, itemized
24 statements accurately showing the number of hours worked and the rates paid.

25 96. As a result, Plaintiff and members of the Class have been injured by having been
26 deprived of the true facts pertaining to their compensation and employment.

27 97. Plaintiff and members of the Class were damaged by these failures because,
28 among other things, the failures led them to believe that they were not entitled to overtime

1 wages, minimum wages, premium pay for rest breaks not properly afforded, expense
2 reimbursement, even though they were so entitled and these failures hindered them from
3 determining the amounts of wages owed to them.

4 98. Plaintiff and members of the Class are entitled to the amounts provided in Labor
5 Code §226(e), plus attorneys' fees and costs.

6 99. As result, Plaintiff seeks recovery of the penalties authorized by Labor Code
7 sections 226(e) and 558, and such other penalties and legal and equitable remedies as are
8 provided by law for Defendant's improper conduct.

9 **SIXTH CAUSE OF ACTION**

10 **FOR FAILURE TO PAY WAGES UPON TERMINATION**

11 **(Labor Code §§201-203 By Plaintiffs Against Defendant and Does 1 through 100)**

12 100. Plaintiff and the Class reallege and incorporate by reference all of the allegations
13 set forth in this Complaint.

14 101. Labor Code § 201(a) provides that a discharged employee's unpaid wages are
15 due and payable immediately. Labor Code § 202(a) provides that when an employee resigns
16 from employment, unpaid wages are due and payable within 72 hours of resignation.

17 102. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as
18 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until
19 paid, not to exceed thirty days.

20 103. Plaintiff and the Class were discharged and/or resigned from Defendant's
21 employ and Defendant willfully failed to pay Plaintiff and the Class wages due them for
22 overtime, minimum wages, meal/rest breaks and expense reimbursement.

23 104. Plaintiff was terminated by Defendant on June 11, 2024. However, Plaintiff and
24 Class members were not paid all wages that they were due.

25 105. Under Labor Code § 203(a), Plaintiff and the Class are entitled to one day's
26 wages for each day he or she was not timely paid, not to exceed 30 days' wages.

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1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

3 **(Cal. Labor Code §2802 By Plaintiffs Against Defendant and Does 1 through 100)**

4 106. Plaintiff and the Class reallege and incorporate by reference all of the allegations
5 set forth in this Complaint.

6 107. Labor Code §2802 requires employers to indemnify employees for all necessary
7 expenditures incurred by employees in the discharge of their duties.

8 108. At all times relevant herein, Defendant was aware that Plaintiff and Class
9 members were using their personal cell phones for business, but failed to indemnify Plaintiff
10 and Class members for all their business-related expenses, including wear and tear expenses, in
11 accordance with Labor Code §2802. Plaintiff is informed and believes and thereon alleges that
12 at all relevant times, Defendant maintained a practice of not reimbursing Plaintiff and Class
13 members for their work-related expenses that they incurred in using their cell phones for work-
14 related purposes.

15 109. As a result of Defendant's conduct, Plaintiff and Class members suffered
16 damages in an amount, subject to proof, to the extent they were not reimbursed for all of their
17 business-related expenses incurred in the discharge of their duties.

18 110. Pursuant to Labor Code §2802, Plaintiff and Class members are entitled to
19 recover the full amount of their unreimbursed business expenses, reasonable attorneys' fees and
20 costs of suit.

21 **EIGHTH CAUSE OF ACTION**

22 **FAILURE TO ALLOW TIMELY INSPECTION OF EMPLOYMENT RECORDS**

23 **(Labor Code §1198.5, 432, 226(b) By Plaintiffs against Defendant and Does 1 through**
24 **100)**

25 111. Plaintiff and the Class reallege and incorporate by reference all of the allegations
26 set forth in this Complaint.

27 112. California Labor Code Section 1198.5 provides:
28

- 1 (a) Every current and former employee, or his or her representative, has the
2 right to inspect and receive a copy of the personnel records that the
3 employer maintains relating to the employee's performance or to any
4 grievance concerning the employee.
- 5 (b) The employer shall make the contents of those personnel records available
6 for inspection to the current or former employee, or his or her
7 representative, at reasonable intervals and at reasonable times, but not later
8 than 30 calendar days from the date the employer receives a written request,
9 unless the current or former employee, or his or her representative, and the
10 employer agree in writing to a date beyond 30 calendar days to inspect the
11 records, and the agreed-upon date does not exceed 35 calendar days from
12 the employer's receipt of the written request to inspect the records. Upon a
13 written request from a current or former employee, or his or her
14 representative, the employer shall also provide a copy of the personnel
15 records,..... later than 30 calendar days from the date the employer receives
16 the request...
- 17 (k) If an employer fails to permit a current or former employee, or his or her
18 representative, to inspect or copy personnel records within the times specified I
19 this section... the current or former employee may recover a penalty of seven
20 hundred fifty dollars (\$750) from the employer.
- 21 (l) A current or former employee may also bring an action for injunctive relief
22 to obtain compliance with this section, and may recover costs and reasonable
23 attorney's fees in such an action.

24 113. Additionally, pursuant to IWC Wage Order No. 4, at section 7 re: Records,
25 employers are required to keep accurate payroll records on each employee, and such records
26 must be made readily available for inspection by the employee upon reasonable request. The
27 employer must also maintain accurate production records.

28 114. On or about June 9, 2025, Plaintiff's counsel issued a written request to
Defendant for copies of her payroll and personnel records. However, Defendant has failed to
send Plaintiff's payroll file despite multiple requests.

115. Under California Labor Code Sections 226, 432 and 1198.5, such records were
to include all records relating to Plaintiff's hours worked, wage statements and compensation.
Plaintiff's counsel and Defendant did not enter into an agreement to enlarge the time for
Defendant's compliance, and Defendant has failed and refused to permit Plaintiff copies of her
records.

1 116. As a direct result and consequence of Defendant's failure and refusal to permit
2 Plaintiff full access to his records, Plaintiff seeks injunctive relief in the form of an order or
3 decree mandating Defendant's compliance. Plaintiff has suffered and will suffer harm as a
4 result of Defendant's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory
5 penalty of \$750 based upon Defendant's violation of §1198.

6 **NINTH CAUSE OF ACTION**

7 **UNFAIR COMPETITON**

8 **(Violation of Business & Professions Code §§ 17200 *et seq.* By Plaintiffs Against**
9 **Defendant and Does 1 through 100)**

10 117. Plaintiff and the Class reallege and incorporate by reference all of the allegations
11 set forth in this Complaint.

12 118. Pursuant to IWC Wage Order No. 4, Defendant was the employer of Plaintiff
13 and the Class. Defendant is also a "person" as that term is defined in Business & Professions
14 Code §17021.

15 119. The Business & Professions Code defines unfair competition as any unlawful,
16 unfair, or fraudulent business practice. At all times relevant herein, by and through the conduct
17 described herein, Defendant has engaged in unfair and unlawful practices by failing to (1) pay
18 overtime wages; (2) pay minimum wages; (3) pay premium pay for meal/rest breaks not
19 properly afforded; (4) furnish Plaintiff and the Class with accurate itemized wage statements,
20 (5) pay Plaintiff and the Class wages due when leaving their employ, (6) failing to reimburse
21 business expenses, (7) timely provide and allow inspection of personnel records, all in violation
22 of Business & Professions Code §§ 17200 *et seq.*

23 120. By and through the unfair and unlawful business practices described herein,
24 Defendant has obtained valuable property, money and services from the Plaintiff and the Class
25 and have deprived them of valuable rights and benefits guaranteed by law all to the detriment
26 of Plaintiff and the Class.

27 121. All the acts described herein are violations of, among other things, the Labor
28 Code and IWC Wage Order No. 4, are unlawful and in violation of public policy; and in

1 addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair
2 and unlawful business practices in violation of Business & Professions Code §§ 17200 et seq.

3 122. Plaintiff and the Class are entitled to, and do, seek such relief as may be
4 necessary to restore to them the money and property which Defendant has acquired, or of
5 which Plaintiff and the Class have been deprived by means of the above-described unfair and
6 unlawful business practices.

7 123. Plaintiff and the Class are further entitled to, and do, seek a declaration that the
8 above-described business practices are unfair and unlawful and that injunctive relief should be
9 issued restraining Defendant from engaging in any of the above described unfair and unlawful
10 business practices in the future.

11 124. Plaintiff and the Class have no plain, speedy, and/or adequate remedy at law to
12 redress the injuries which they have suffered as a consequence of the unfair and unlawful
13 business practices of Defendant. As a result of the unfair and unlawful business practices
14 described above, Plaintiff and the Class have suffered and will continue to suffer irreparable
15 harm unless Defendant is restrained from continuing to engage in these unfair and unlawful
16 business practices. In addition, Defendant should be required to disgorge the unpaid moneys to
17 Plaintiff and the Class.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in her favor
20 and against Defendant as follows:

21 1. For compensatory damages in the amount of overtime wages due to Plaintiff and
22 Class members, according to proof;

23 2. For compensatory damages in the amount of minimum wages due to Plaintiff
24 and Class members, according to proof;

25 3. For one (1) hour of pay at the regular rate of compensation for Plaintiff and
26 Class members for each workday that a meal/rest period was not provided;

27 4. For an award of consequential damages in Plaintiff and Class members' favor
28 and against Defendant, in an amount to be proven at trial;

- 1 5. For compensatory damages in the amount of Plaintiff and Class members' cell
2 phone expenses for business purposes, costs and attorneys' fees pursuant to Cal. Code Civ.
3 Proc. §2802(c);
- 4 6. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;
- 5 7. For payment to Plaintiff and Class members of waiting time penalties pursuant
6 to *Cal. Lab. Code* §203, in an amount equal to her and Class members' respective daily rates of
7 pay at the time of termination or layoff, multiplied by the total amount of days elapsed between
8 the date of the involuntary termination, and/or 72 hours after notice of the voluntary
9 termination, up to a maximum of 30 days' pay, according to proof;
- 10 8. For specific relief enforcing waiting time penalties of 30 days of per diem wages
11 pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;
- 12 9. For prejudgment interest accrued on all due and unpaid overtime and minimum
13 wages from the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and
14 1194(a), according to proof;
- 15 10. For civil penalties pursuant to *Cal. Labor Code* §1198 and Wage Order No. 4-
16 2001(14);
- 17 11. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 226.7, 1198.5,
18 according to proof;
- 19 12. For reasonable costs, including attorneys' fees, in an amount according to proof
20 pursuant to, *inter alia*, *Cal. Labor Code* §§1194, 218.5, 1198.5, 2802 and/or Cal. Code of Civ.
21 Proc. §1021.5;
- 22 13. For injunctive relief requiring Defendant to comply with Labor Code
23 §1198.5(b)(1);
- 24 14. That a penalty be assessed against Defendant in the sum of \$750.00 pursuant to
25 Labor Code §1198.5(k);
- 26 15. For an award of restitution of wages to Plaintiff and Class members in an
27 amount equal to the amount of wages owed and unpaid, according to proof;
- 28

1 16. For injunctive relief ordering the continuing unfair business acts and practices to
2 cease, as the Court deems just and proper;

3 17. For other injunctive relief ordering Defendant to notify Plaintiff and Class
4 members that they have not been paid the proper amounts in accordance with California law;

5 18. For punitive and exemplary damages in a sum to be determined at trial; and

6 19. For such other and further relief as the Court deems just and proper.

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff Angel Morelion hereby respectfully requests a trial by jury for all claims and
9 issues raised in her Complaint that may be entitled to a jury trial.

11 LIPELES LAW GROUP, APC

12 Date: June 9, 2025

14 By: _____



Kevin A. Lipeles
Attorneys for Plaintiff
Angel Morelion